

1 BILL NO. R-84-10- 22

2 RESOLUTION NO. R- \_\_\_\_\_

3 A RESOLUTION approving a City/County  
4 Intergovernmental Data Processing  
Service Agreement.

5 WHEREAS, the Data Processing Agency of Allen County owns  
6 certain hardware, memory devices, communication devices, and soft-  
7 ware all associated with central data processing operations;

8 WHEREAS, City government and the activities of its  
9 utilities require sophisticated and continuous data processing;  
10 and

11 WHEREAS, the City and County have entered into a Data  
12 Processing Agreement under which the City's data processing needs  
13 will be provided without the necessity of the City acquiring ex-  
14 pensive hardware, memory devices, communication devices and soft-  
15 ware.

16 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF  
17 THE CITY OF FORT WAYNE, INDIANA:

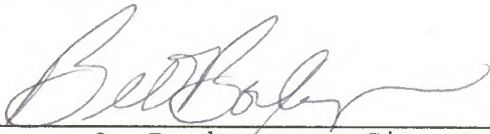
18 SECTION 1. The City/County Intergovernmental Coopera-  
19 tion Data Processing Service Agreement, attached hereto as a part  
20 hereof as Exhibit A, is hereby approved and ratified in all re-  
21 spects and those City officials referenced<sup>+</sup> herein as signatories  
22 are authorized to execute said Agreement.

23 SECTION 2. Said Data Processing Service Agreement is  
24 hereby approved pursuant to I.C. 36-1-7-12.

25 SECTION 3. That this Resolution shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28 \_\_\_\_\_  
Councilmember

29 APPROVED AS TO FORM  
30 AND LEGALITY

31   
32 \_\_\_\_\_  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and duly adopted, read the second time  
by title and referred to the Committee \_\_\_\_\_ (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.

DATE: \_\_\_\_\_  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____	_____
<u>REDD</u>	_____	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: \_\_\_\_\_  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,

ATTEST: (SEAL)

\_\_\_\_\_  
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

\_\_\_\_\_  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

\_\_\_\_\_  
WIN MOSES, JR., MAYOR



Admn. Appr. \_\_\_\_\_

DIGEST SHEETTITLE OF ORDINANCE Resolution Q-84-10-22DEPARTMENT REQUESTING ORDINANCE City Controller

SYNOPSIS OF ORDINANCE The City will be able to use certain County data  
processing equipment such as hardware, memory devices, communication  
devices, and software.

EFFECT OF PASSAGE The use of County data processing quipment will save  
the City from acquiring such needed equipment.

EFFECT OF NON-PASSAGE Opposite of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) See attached Agreement.

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_



CITY/COUNTY INTERGOVERNMENTAL COOPERATION  
DATA PROCESSING SERVICE AGREEMENT

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA, and the DATA PROCESSING AGENCY OF ALLEN COUNTY, INDIANA (hereinafter referred to together as "Agency") and the CITY OF FORT WAYNE, INDIANA (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, the Agency owns certain hardware, memory devices, communication devices, and software, all associated with a central data processing operation;

WHEREAS, the Agency has within its employ computer operators and technicians;

WHEREAS, the operations of the City's government and the activities of its utilities require sophisticated and continuous data processing; and

WHEREAS, the parties are desirous of entering into this Agreement, which is, in effect, a service contract;

NOW, THEREFORE, it is agreed as follows:

1. Responsibilities. The Agency hereto agrees to act as a provider of services to the City, as herein defined, and in that regard, the Agency agrees to provide to the City all hardware including memory devices and communication devices located within the confines of the Agency, all software except for packages commonly known as application software, and personnel required to meet the reasonable data processing needs of the City and its utilities as those needs may exist from time to time.

The Agency agrees to take all necessary precautions within reason to prevent loss, alteration, or improper or unauthorized access to the City's programs and data. In that regard, adequate security for data files, programs, transactions, and terminal usage will be maintained by the Agency. The City will provide physical security for its terminal locations and be responsible for the



security of sign-on and password codes assigned to its terminals and files. The City will provide the Agency a list of authorized personnel that may request access to terminals, programs, and files at hours other than the normal business hours. On a daily basis the Agency will notify the City of any suspected security breach.

The City is solely responsible for obtaining and maintaining terminal and communication devices compatible to the hardware and software in use by the Agency and required by City departments to have proper on-line access to City automated systems. Furthermore, the City is solely responsible for accuracy and adequacy of the programs and data it transmits for processing or storage and the output it obtains, except in those cases of malfunction of the Agency's equipment or programs or due to the Agency's computer operator's negligence.

The City will provide and maintain adequate and up-to-date documentation required for proper execution by operators of the Agency of any batch processing requested by the City. In that regard, the City will provide necessary training for full understanding of the system procedures by the Agency's operators and adequate documentation for recovery of all data files in the event of hardware or program failure.

The City will ensure that all service requests are delivered to the Agency in time to allow proper scheduling of all necessary resources in order to meet the requested deadline. The City will provide all special forms required and will pick up and deliver all output resulting from service requests. In the event that it is impossible to meet requested deadlines due to late arrival of requests, or hardware or software problems, the City shall instruct the Agency as to the priority in which the processing should take place.

2. Resource Level. As indicated herein, the Agency will provide all necessary data processing services required to meet the needs of the City and the utilities. In that regard, the Agency will provide disk space as requested by the City to fulfill such data processing needs. Furthermore, the Director of the Agency and



the Director of the City's Data Processing shall review no less than once each month the short and long-term plans for hardware and software changes which affect the other in any way. In addition, both parties hereto shall provide to the other a minimum of six (6) months notification in the event of a new system installation or major expansion so that the parties may properly prepare for same. Additional ports for local terminals or remote lines will require sufficient prior notification from the City to the Agency to enable the Agency to obtain all necessary funding and other approvals.

Furthermore, both parties shall provide the following minimum notification for any changes affecting the other party:

- (1) Three (3) months for any hardware change;
- (2) Two (2) months for any software change.

Provided, however, that if any such hardware and/or software change result in additional costs to the Agency that must be paid by the City hereunder, then in such event, a six (6) months written notification is required.

3. Performance Levels. The Agency will make a constant effort to keep on-line response time to a satisfactory level. In that respect, the Agency will make or recommend as appropriate file allocation changes, fine-tuning of systems, and software changes and hardware changes which are economically feasible. The Agency will meet all production deadlines for service requests received early enough to be appropriately scheduled, except where software or hardware failure cause unanticipated delay.

The Agency will make available on a mutually agreed upon frequency batch job accounting listings, reports on system statistics and logs of on-line system downtime.

All agreements regarding day-to-day operations shall be contained in the addendum to the contract provided for by Section 5(e).

The status of the level of service will be reviewed as required by the respective directors.

4. Charges. Total charges accruing to the City shall be a fixed monthly amount. This monthly amount is subject to change, at the discretion of the Agency, provided, however, that the Agency shall give to the City at least six (6) months notification of such changes.



The charge at the beginning of the service period is to be set at a weighted average of the monthly charges for calendar year 1984. The final three (3) months before the Agreement shall count doubly in the average.

The City shall receive a credit against accrued charges owed to the Agency, such credit or credits to be in the same rates as the charges noted above, and such credit or credits to be provided to the City in the event of processing time lost by the City as follows:

- (a) Batch and on-line processing which must be rerun as a result of an error on the part of an Agency computer operator or technical staff;
- (b) Unscheduled downtime of City on-line processing capability, excluding that downtime caused by errors in City application programs; or by hardware failure; or by computer and communication systems on IDACS, NCIC, and NLETS networks over which the Agency has no control;
- (c) Downtime for any reason of the on-line system which exceeds five per cent (5%) of regular prime clock time, prime clock time being defined as 0800 to 1800 hours, Monday through Friday, excluding holidays.

The total charges due from the City to the Agency shall be calculated on a monthly basis, less any applicable credits due the City, and from such calculation, an invoice shall be prepared monthly and presented to the City, which shall pay same to the Agency within thirty (30) days of receipt.

5. Miscellaneous.

- (a) The Technical Advisory Committee shall assist in resolving areas of disagreement between the two parties;
- (b) Members of the MIS Committee, the Allen County Data Board, the Technical Advisory Committee, and the two (2) Directors shall meet at least once every six (6) months to review service level, security, short and long-range plans, and other items as necessary;



- (c) This contract may be altered at any time by mutual consent of all signatories;
- (d) A supplement to this Agreement shall be jointly created and agreed upon by all parties concerned, and shall be updated as necessary to remain consistent with changing expectations; the supplement to cover the day-to-day working relationship among the parties involved.

6. Term. The term of this Agreement, unless otherwise terminated as provided for herein, shall be for a period of five (5) years commencing with the first day of December, 1984 through the thirtieth day of November, 1989.

Notwithstanding anything herein to the contrary, either party hereto may terminate this Agreement upon six (6) months notification to the other party.

Should the City terminate this Agreement prior to giving the six (6) months written notification, as herein required, then in such event the City shall assume sole responsibility for all current and future installments that would fully reimburse the Agency for any penalties incurred as a result of the termination of agreements with vendors for hardware and software.

It is understood and agreed that it is the Agency's responsibility to provide all equipment for the basic provision of services to the City hereunder. If the City desires special and unique equipment to be used solely by the City for its exclusive benefit, then, in such event, the City shall acquire such equipment. If the City intends to acquire such equipment it shall notify the Agency of its intentions and the Agency shall provide physical space for same. In the event this Agreement is terminated, for any reason whatsoever, such items shall be removed by the City from the County's space.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana as entered into by the parties pursuant to I. C. 36-1-7-12.

8. Service Agreement Supplement. The parties have agreed to a Service Agreement Supplement which is attached hereto as a part



hereof as Exhibit A. In the event of a conflict between the terms and conditions of the City/County Intergovernmental Cooperation Data Processing Service Agreement and said Service Agreement Supplement (Exhibit A), the Service Agreement Supplement (Exhibit A) shall control.

CITY OF FORT WAYNE

ATTEST:

BY

Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS AND SAFETY

BY

David J. Kiester, Member

BY

Lawrence D. Consalvos, Member

ATTEST:

BY

Cosette R. Simon, Member

FORT WAYNE CITY UTILITIES

ATTEST:

BY

Cosette R. Simon, Controller

DATA PROCESSING AGENCY OF ALLEN COUNTY

ATTEST:

BY

Jack K. Dunifon, President

Gloria J. Goeglein  
Secretary

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ALLEN

BY

Richard M. Regedanz

BY

Richard M. Ellenwood

ATTEST:

BY

Jack R. Worthman

Gloria J. Goeglein  
Auditor



## EXHIBIT A

### SERVICE AGREEMENT SUPPLEMENT

#### OPERATIONAL PROCEDURES

##### A. TAPE LIBRARY

1. The County will provide space in a restricted area for storage of the City's magnetic tapes, including the tape vault.
2. Tapes requiring off-site storage will be stored with County tapes in its off-site facility. The City tape-librarian shall be responsible for placing such tapes in proper carrying cases which will then be transported by County Personnel to and from the storage location.
3. The City shall designate one (or more) person as tape librarian. This person(s) shall be responsible for making available to Operations all tapes required for processing during any given shift. The librarian shall also be responsible for returning all tapes to their proper storage location, for ensuring the vault is properly closed and the restricted area locked. The City's designated person(s) shall be given access to the tape cage or ready access to a key for same.
4. All production jobs using tape files shall utilize DYNAM/T for tape management, unless technical reasons prevent this (such as non-header tapes for microfiche processing).
5. Any tapes being used in batch testing must be properly documented on the standard Test Request Form (see TESTING).

##### B. ACCESS TO MACHINE ROOM

1. Because of the increasing complexity of the operations function, all access to the machine room should be job related and brief.
2. The following City personnel may have access to the machine room at any time to carry out assigned functions:
  - . Operations Manager
  - . Tape Librarian(s)
  - . Designated Shift Operator

These personnel shall be given access to the machine room at all times.



3. All other personnel should request permission from the County operator on duty (normally through the receptionist).
4. Only the County operator is to operate equipment in the machine room, including terminals, unless assistance is requested by that operator.

#### C. PRODUCTION PROCESSING

1. Jobs requiring tape processing should be scheduled as far in advance as possible. Jobs not run on schedule may have to be rescheduled pending tape requirements at that time, and priorities and deadlines of other jobs.
2. Unanticipated job requests will be processed as soon as scheduling of partitions and hardware permit. The City will need to indicate any change in priority for jobs waiting for tape access.
3. The City may appeal to the County Director of Data Processing in emergency situations that they feel warrant overall schedule revision.
4. When all processing is being done on a single CPU, only necessary processing should be done. Compiles and testing should be on an emergency basis only.
5. Unauthorized access to any database or library through the use of EASYTRIEVE, DITTO, or any other software is to result in immediate and appropriate disciplinary action. Policies established by the Law Enforcement Policy Committee are to be strictly adhered to. Appropriate disciplinary action is defined as follows:
  - (a) Immediate dismissal where confidentiality is dictated by statute or State/Federal regulations, or where files have been purposely altered;
  - (b) A one-week suspension without pay if file access is not restricted as in (a) above and where no file has been altered.

#### D. TESTING

1. In general, neither batch nor on-line testing is to interfere with production processing.
2. Requests for batch tests requiring tape processing must be submitted on the standard TEST REQUEST form. Tapes required should accompany the request form.



#### E. MAINTENANCE CALLS

1. In general, City personnel will initiate requests to vendors for hardware maintenance. If the failure of a device has system implications, the County operator should be notified.
2. In the absence of City personnel during off-hours, the County operator may request maintenance on City hardware if:
  - . The service required is covered by contract, and
  - . The period of time in which the service is performed is covered by the contract.

Otherwise, an attempt will be made to contact City personnel at home. .

#### F. PROBLEM/CHANGE CONTROL

1. Standard Problem/Change Control forms will be used by both the City and County to communicate with each other and to ensure the tracking of each event to completion.
2. Within 24 hours, the situation should be resolved or an indication given to the originating agency of the steps being taken.

#### G. SOFTWARE FIXES/RELEASES

1. Plans to apply fixes or new releases of software which might affect the other party are to be shared with that party in writing prior to implementation.
2. Such plans should include implementation schedule, a list of any resulting procedural changes, and procedures for recovery in case of major problems.

#### H. DOWNTIME

1. Scheduled
  - a. Planned downtime which shall affect any City user shall be jointly scheduled by the County Manager of Operations and a person to be designated by the City.
  - b. The Director of each agency shall be notified of those plans.
2. Unscheduled
  - a. The first operator to become aware of a "down" situation involving a system used by City departments shall notify the operator in the other agency immediately.



- b. If system restoration will take longer than 30 minutes, subsequent notification on problems and progress is to be made.
- c. The City shall be notified at least 15 minutes prior to downtime when a system affecting a City user must be shut down for applying emergency fixes just received.
- d. In addition to other credits for unscheduled downtime, the City shall receive credits totaling \$350.00 per hour (or a portion thereof) for excessive downtime. Excessive downtime shall be defined as downtime exceeding two percent (2%) of total availability per calendar month (more than 14 hours for a month). In the event that the Agency employs a batch machine, excessive downtime for same shall be downtime exceeding five percent (5%) of total availability per calendar month. In addition, all downtime in any normal City CICS partition, excluding "tests," shall be considered machine downtime. Commencing February 1, 1985 and thereafter, "tests" shall also be considered towards machine downtime.

No unscheduled downtime occurring from City action, as referenced in Paragraph 4(b) of the Data Processing Service Agreement, or downtime caused by acts of God, shall be counted as downtime for purposes of this paragraph.

#### I. REPORTS

- 1. The County will furnish the City with the following reports:
  - a. Job accounting on a monthly basis;
  - b. CICS tables changes, excluding security tables of sign-on and passwords information;
  - c. System availability statistics for all CICS systems except for specific application files which might have been taken down without the knowledge of the County.

#### J. MEETINGS

- 1. Regular meetings of County and City Data Processing administrative staff shall be held at 8:30 A.M. on the first and third Wednesday of each month.

#### K. RESPONSE TIME

- 1. The objectives of County D.P. administration, where application program complexity and number of terminals on a single



line permit, is to maintain a two-second or less response time for "local" terminals, and a five-second or less response time for "remote" terminals.

2. In general, a response time above five seconds for local terminals and eight seconds for remote terminals is unsatisfactory.
3. Until some of the on-line load is moved to the 2nd CPU, the response time on TEST-CICS will be slower, particularly when the POWER QUEUE FILES are being accessed.
4. Continued failure by the County to meet response time objectives, if documented by the City and unaddressed over a six month period, shall constitute grounds for immediate termination of the Agreement without City liability.

#### L. RESERVE PORTS

1. The County shall maintain at least two (2) unassigned 3274 ports to handle unexpected terminal requirements.

#### M. LAW ENFORCEMENT

1. To insure that Law Enforcement policies are strictly adhered to, any program that accesses the Law Enforcement Data Base must be reviewed by the County Law Enforcement Project Leader. This includes both new and modified programs.

#### N. SYSTEM CONTROL

1. As any changes are made to CICS tables, the Agency shall provide to the City a "hard copy" of such changes by 8:00 A.M. following the day of change.
2. The City shall have a VSE/SP console in the Utility Operations area.
3. The Agency shall use its best efforts to insure a maximum ten (10) second response time on the City's RJE line.

#### O. DATA BOARD

1. The Board of Commissioners of the County of Allen agrees to appoint, during the term of this Agreement, the City Controller and one other person from the Common Council of the City, as designated by the City, to the Allen County Data Board. These appointees shall be entitled to act only with respect to matters that affect the City.



P. SYSTEM UPGRADE

1. The Agency agrees to upgrade its current system as discussed by the City and the Agency. If this does not occur by March 31, 1985, then the City may terminate the Agreement upon ten (10) days written notice to the Agency and the City shall have no further liability to the Agency, provided, however, the City shall have responsibility for its equipment as referenced in Paragraph 6 of the Data Processing Service Agreement.